



BUTTS COUNTY
G E O R G I A

BUTTS COUNTY BOARD OF COMMISSIONERS

Request for Proposals

IMPACT FEE STUDY

RFP 22-05

**Butts County Board of Commissioners
625 West Third Street
Suite 4
Jackson, Georgia 30233**

**BUTTS COUNTY BOARD OF COMMISSIONERS
REQUEST FOR PROPOSALS**

Greetings,

Butts County Board of Commissioners invites you to submit a proposal for an **Impact Fee Study**. The proposal must be submitted in accordance with the information contained herein. A non-mandatory pre-proposal conference has been scheduled for Thursday May 12, 2022 at 10:00 a.m. in the Administrative Offices located at 625 W. Third St., Jackson, GA. Attendance at the pre-proposal conference is voluntary for Proposers responding to this proposal; however, Proposers are encouraged to attend to become more familiar with the project, and to ask questions.

Questions or clarifications regarding this request for proposal should be addressed to Tina Lunsford, Procurement and Purchasing Specialist via email to tlunsford@buttscounty.org. Questions will be accepted until 3:00 p.m. May 19, 2022, and will be answered in an addendum posted to the county's website <https://buttscountyga.com>. The deadline for first addendum, if required, will be May 26, 2022. The posting of additional addenda may be required, and it is the responsibility of the Proposer to ensure that they review the County's website for any additional addenda, and that they submit acknowledgement of all applicable addenda (on the included form) with their solicitation. Proposers should not expect to be individually notified by Butts County. Sealed proposals will be accepted until Monday June 6, 2022, at 3:00 p.m. Any late submittals received will not be considered. Submittals are to be delivered to:

Butts County Government
Purchasing Office
625 W. Third Street, Suite 4
Jackson, GA 30233
Request for Proposals: Impact Fee Study

The Cost Proposal must be submitted in a sealed envelope separate from the proposal and specify on its face the name of the consulting firm.

Thank you for your interest in doing business with Butts County!

Timing of Events

Non-Mandatory pre-proposal conference	625 West Third Street Jackson, GA 30233	May 12, 2022 10:00am
Questions submittal deadline	Direct all questions to: tlunsford@buttscounty.org	May 19, 2022 3:00 pm
First Addendum deadline	Posted on county website: https://buttscountyga.com/requests-for-bids-proposals-or-qualifications	May 26, 2022
Proposal Delivery	<u>Mail or deliver to:</u> Butts County BOC 625 West Third Street Suite 4- Purchasing Jackson, Georgia 30233 Attn: Tina Lunsford	June 6, 2022 3:00 pm

GENERAL TERMS AND CONDITIONS

1. Offer Submission

- a. These instructions will bind Offerors to terms and conditions herein set forth, except as specifically stated otherwise in special contract terms with any individual proposal. These instructions are to be considered an integral part of the proposal.
- b. Proposals may be submitted by mail, common carrier or delivered in person. Fax or electronic proposals are not acceptable. It shall be the duty of each Offeror to ensure that their proposal is delivered within the time and at the place prescribed in this document. Proposals received prior to the time fixed in this proposal document will be securely kept unopened. A date/time stamp will be affixed to the envelope/package immediately upon its arrival to the Purchasing Department. Any proposal received at the office designated in this document after the exact time and date specified, will not be considered, and returned unopened to the Offeror.
- c. At the date and time specified for the opening of the proposal, the proposal shall be publicly opened and read aloud for the information of Offeror and others present.
- d. The proposal must be submitted in a sealed envelope/parcel on or before the date and time stated in this document and is to be mailed or delivered to:

**Butts County Board of Commissioners
Purchasing Department, Suite 4
625 West Third Street
Jackson, GA 30233
RFP # 22-05 Impact Fee Study**

- e. The Submittal Checklist must be reviewed, and the Offeror is to comply with the order of the submittal of documents and is to be included with the proposal.
- f. The following items are to be submitted:
 - **One (1) unbound clearly marked "Original," of the proposal documents,**
 - **Five (5) bound copies identical to the original proposal documents,**
 - **One (1) digital copy in PDF format on a USB flash drive identical to the original proposal documents. The USB flash drive should be labeled with the Proposal number and Offeror's name.**
- g. All proposals must be manually signed and filled out legibly (typewritten or printed in ink) with all changes or corrections initialed by the person signing the proposal.
- h. If descriptive literature is attached to the proposal, your firm's name must be on all sheets submitted.
- i. Each proposal submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this request for proposal. The failure or omission of any Offeror to examine any form, instrument or document shall in no way relieve any Offeror from obligations in respect to the proposal submittal or the compliance of the terms, conditions, and requirements of the proposal.
- j. Individual contractors shall provide their Social Security number and proprietorships; partnerships and corporations shall provide their Federal Employer Identification number on the Company Information Form of the proposal documents and a completed W9 form to be submitted with the proposal.
- k. The authorized representative whose signature will appear on the proposal submitted certifies that the Offeror has carefully examined the instructions of this proposal and the terms and specifications applicable to and made a part of this proposal. The Offeror further certifies that the prices shown on the Proposal Price Submittal Form is in accordance with the conditions, terms, and specifications of the proposal and that any

exception taken thereto may disqualify the proposal.

- I. Any documentation submitted with or in support of a proposal or proposal shall become subject to public inspection under the Georgia Open Records Act. Labeling such information “Confidential”, “Proprietary”, or in any other manner shall not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.

2. Preparation of Offers

- a. All product, equipment, article, or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
- b. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the Offeror’s request and expense if items are not destroyed by testing.
- c. Full identification of each item including brand name, model, catalog number, etc., must be furnished to identify exactly what the Offeror is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term “or equal” if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency. In the event that any equivalent version is proposed, prospective Offerors are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the proposal for further consideration. Final determination of equivalency will be determined by Butts County.
- d. Negligence on the part of the Offeror in preparing the proposal confers no right for withdrawal or modification in any way after the deadline for the proposal opening.

3. Clarification and Communication to County Concerning Proposal

- a. From time to time, the Purchasing Department may have to release written changes to a solicitation. These formal written changes are called addendum or if multiple, Addenda. It is the ultimate responsibility of the Offeror to ensure that they have all applicable addenda prior to the proposal submission. Therefore, we encourage all Offerors to frequently review the County’s website:
<https://buttscountyga.com/requests-for-bids-proposals-or-qualifications> All addenda forms must be signed and submitted with the proposal. Failure to respond and acknowledge any addenda or requests for clarification, even after the proposal opening, shall result in a non-responsive proposal.
- b. The successful firm’s proposal and all addenda will become a part of the agreement resulting from this document.
- c. Offerors seeking an award of a Butts County contract shall not initiate or continue any verbal or written communication regarding a solicitation with any County officer, elected official, employee, or other County representative without permission of the Purchasing Department between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business shall be disqualified from consideration for award.
EXCEPTION to the above would be emailing request for clarification and/or questions to the point of contact listed in the bid/proposal. (These requests will be answered in an

addendum).

4. Pre-Proposal Conference

The Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in the "Request for Proposal". Unless indicated otherwise, attendance is not mandatory, although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the supplier must attend the conference in its entirety to be considered eligible for contract award.

5. Rejection and Withdrawal of Offers

- a. Withdrawal of offer due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of offer to withdraw a proposal after the proposal opening. Withdrawal of offer for this reason must be done in writing within the forty-eight (48) hour period.
- b. The County may reject all or part of the proposal where it is in the best interest of the county or as a result of improper conduct on the part of a county employee.

6. Proposal and Contract Documents

- a. A proposal executed by an attorney or agent on behalf of the Offeror shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Offeror.
Corporation: If the Offeror is a corporation, the proposal must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the proposal shall be signed by an officer of the corporation.
Partnership: If the Offeror is a partnership, all partners must sign the proposal. If all the partners do not sign the proposal, then the names of all those except limited partners must be furnished on the proposal and evidence of the authority of the signer(s) to execute the proposal on behalf of the partnership.
Limited Liability Company (LLC): If the Offeror is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the proposal documents.
Sole Proprietorship or Individual: If the Offeror is a sole proprietor or individual, a signature is required on all proposal documents by that individual.
- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representation, or agreements, either written or oral.
- c. Contract Term – The time period of the agreement, if any is formed from this proposal, will be determined after the review and evaluation of the Timeline Schedules submitted by the successful offeror and the County.

7. Exceptions and Omissions

Any exceptions to the specifications and/or terms and conditions must be addressed during the question/clarification and addendum phases.

8. Alterations of Solicitation and Associated Documents

Alterations of County documents are strictly prohibited and will result in automatic

disqualification of the Offeror's solicitation response.

9. Cost Incurred by Vendors

All expenses involved with the preparation and submission of the proposal to the Butts County Board of Commissioners, or any work performed in connection therewith is the responsibility of the vendor(s).

10. Codes, Permits, Fees, Licenses and Law

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Offeror. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- b. All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law, O.C.G.A. Section 43-41-17.

11. Safety

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

12. Design, Standards and Practices

Design, strength, quality of materials and workmanship must conform to the industry acceptable standards of engineering practices and/or professional services.

13. Statement of Warranty

A Statement of Warranty should include all applicable manufacturers' warranty and the Contractor's warranty regarding equipment, materials, and workmanship. This statement shall include the terms, conditions, and the period of warranty coverage. Any exclusion(s) must be clearly stated.

14. Non-collusion

By submitting a proposal in response to this solicitation, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not either directly or indirectly, enter into any combination or arrangement with any person, Offeror, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

15. Nondiscrimination

Notwithstanding any other provision of this Agreement, during the performance of this Agreement Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- i. No person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- ii. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

16. Georgia Security and Immigration Compliance Act

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between Butts County and the successful Contractor.

17. Supplier Inclusion Program

Small, local, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process.

18. Delivery and F.O.B. Destination

- a. All prices shall include shipping and delivery cost to our destination; F.O.B., Butts County, Georgia, unless otherwise requested. The Offeror shall handle all material procurement, storage, and delivery to project site. Unless otherwise specified in this specification, Offeror shall supply all materials required. The County will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The Offeror shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The County desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

19. County's Tax Exemption

Butts County is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by Butts County. Exemption certificates furnished upon request.

20. Award of Contract

- a. Butts County desires to complete the award process in a timely manner. Butts County reserves the right to reject or accept any or all proposals, whole or any parts thereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal (s) selection which would be the most advantageous to the County with price and other factors considered. Butts County may elect to waive any technicalities. The proposal specifications will be available on the County's website: <https://buttscountyga.com/requests-for-bids-proposals-or-qualifications>
- b. Butts County reserves the right to reject any proposal if the evidence submitted by or investigation of the Offeror fails to satisfy the County that the Offeror is properly qualified to carry out the obligations of the Contract. If the successful Offeror defaults on their proposal, an award may be made to the next highest scored offeror.
- c. Butts County is subject to making records available for disclosure after the Board of Commissioners approval of the recommendation. No claim shall be made by the

selected Consultant for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated for the proposed project.

- d. Butts County has a local vendor privilege. Proposals awarded to local vendors contribute to the local tax base and will therefore be given special consideration when competing against out-of-jurisdiction (out-of-county) vendors. Proposals received from local vendors will be given preference if such offer is responsive and within five (5) percent of the highest scored proposal by any out-of-county proposal. In such instance, the local vendor will be given the opportunity to match the price offered by the out-of-county vendor. If such local vendor agrees to match the price received from the out-of-county vendor within the time specified by the county, the proposal shall be awarded to the local vendor. A local vendor shall only be eligible to receive the benefit of this privilege if it meets each of the following requirements prior to any award of a contract or purchase:
1. The business or supplier must operate and maintain a regular place of business within the geographical boundaries of Butts County; and
 2. The business or supplier must have a current occupational tax certificate; and
 3. The business or supplier must have paid all real and personal taxes owed the county; and
 4. The business or supplier must certify its compliance with the Georgia Security and Immigration Act.
- This policy shall not apply to any request for proposal for material, equipment, or services in excess of one hundred thousand dollars (\$100,000.00).

21. Project Site and Monitoring of Work

- a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of Butts County. The Contractor shall provide and make available an appointee to Butts County for project coordination and supervision of Offeror installation personnel. Coordination consists of meeting with the Butts County representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to handle any problems during installation until project completion.
- b. The successful Offeror will promptly correct all work rejected by the County as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether or not fabricated, installed, or completed. The successful Offeror will bear all costs of correcting such rejected work.
- c. The Contractor shall insure all trash generated by work performed shall be removed from the site and properly disposed as each work operation is completed in a given area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed. The County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fail to clean the area, the County reserves the right to make other arrangements to have the area cleaned and the County shall deduct the cost from the Contractor's invoice.
- d. No one except authorized employees of the Contractor is allowed on the premises of Butts County facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said

person is an authorized employee of the Contractor.

22. Confidentiality

All information disclosed by Butts County to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor while performing such work is to be kept strictly confidential.

23. Indemnification

- a. The vendor that is selected as the contractor shall, at its own expense, protect, defend (but only to the extent not prohibited by O.C.G.A. §13-8-2(c)), indemnify, save and hold harmless Butts County and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Butts County and its elected and appointed officers, employees, servants and agents may incur as a result of the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.
- b. The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the County, its officers, employees, servants, and agents by the insurance coverage obtained and/or maintained by the contractor, but only to the extent and for such claims as are permitted under O.C.G.A. §13-8-2(c).

24. Controlling Law, Venue

Any dispute arising because of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Butts County, Georgia. This Agreement shall be governed by the applicable laws of the County of Butts and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the County of Butts Judicial Courts.

25. Contractor as Independent Contractor

In conducting its business hereunder, Contractor acts as an independent contractor and not as an employee or agent of Butts County. The selection, retention, assignment, direction, and payment of Contractor's employees shall be the sole responsibility of Contractor.

26. Assignment

The Agreement, in whole or any part hereof, created by the award to the successful contractor shall not be sold, not be assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of Butts County.

27. Owner and Ownership of Documents

The Butts County Board of Commissioners, 625 West Third Street, Jackson, Georgia 30233 is the owner of the proposed work. Reports and all relevant data such as maps, diagrams, plans, designs, electronic data, statistics, specifications, and other supporting records or drawings compiled or prepared in the course of performance of the services required by this contract shall be the absolute property of the County and shall not be used by the Contractor for

purposes unrelated to this contract without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the project except that Contractor shall have the right to retain copies of the same.

28. Performance of Contract

- a. Butts County reserves the right to enforce the Contractor's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the Offeror's performance.
- b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Contractor accepts the relationship of trust and confidence established by the award of this proposal solicitation. The Contractor covenants with the County to utilize the Contractor's best skill, efforts, and judgment in furthering the interest of the County; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the County.
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

29. Default and Termination

a. Termination by Contractor

The agreement resulting from this proposal shall be subject to termination by Contractor in the event of any one or more of the following events: The default by County in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of County to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Contractor to remedy the same.

b. Termination by County

The agreement resulting from this proposal shall be subject to termination by the County at any time in the opinion of the County; the contractor fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the County's reasonable satisfaction, the County shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the County, the County may exercise their option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the County.
- (2) Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Contractors' failure to conduct services according to the approved proposal

specifications.

- (4) Contractors' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Contractor's performance of the contract is unreasonably delayed.
- (6) Should the successful Offeror fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the County reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.
- (7) The Contractor agrees by its proposal submission that the County's decision is final and valid.

c. Force Majeure

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

d. Waiver

The waiver of any breach, violation, or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation, or default in or with respect to the same or any other covenant or condition hereof.

30. Invoices

Invoices and/or statements should be mailed directly to:

**Butts County Board of Commissioners
Accounts Payable
625 West Third Street, Suite 4
Jackson, GA 30233**

31. Payment

Payment shall be tendered to the successful Offeror upon acceptance and approval by the County for satisfactory compliance with the general terms, conditions, and specifications of the proposal; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted; and receipt of a valid invoice.

32. Insurance Requirements

The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:

- a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
- b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
- c. **Worker's Compensation & Employer's Liability Insurance:** Worker's Compensation as required by Georgia statute.
- d. **Professional Liability (Errors and Omissions) Insurance:** \$2,000,000 limit per claim and aggregate.

Before a contract is executed, the Certificates of Insurance for all required coverage shall be

submitted. The certificate shall list an additional insured as follows:

**Butts County, Georgia
Butts County Board of Commissioners
625 West Third Street
Jackson, Georgia 30233**

SECTION I

GENERAL OVERVIEW Impact Fee Study

A. OBJECTIVE

Butts County invites qualified consultants to submit their proposals to provide the County with an Impact Fee Study. The County assesses a variety of impact fees on new development and redevelopment to help the County pay for the infrastructure that the new development activity will require.

B. INTRODUCTION

The County of Butts embodies the best qualities of a charming small town while maintaining access to the broader amenities of city life only 45 miles away south of Atlanta, Georgia and 45 miles north of Macon, Georgia. According to the census, the estimated population in 2020 is 25,434. The County is somewhat rural and is known as the “Outdoor Capital of Georgia”. Butts County has two access points to the interstate with prime industrial and commercial land at both interchanges as well as access to rail lines. Georgia Highways 16, 23, 36, 42 and 87 all come through Butts County.

SECTION II SPECIFICATIONS

A. SCOPE OF SERVICES

A qualified consultant shall deliver an impact fee study that is consistent with the Georgia Development Impact Fee Act of 1990 and will include the following deliverables:

- A methodology report with population and employment forecasts
- Detailed information regarding inventory of current eligible facilities and level of service
- Create impact fee schedule for the following public facilities:
 - Library facility and volume,
 - Parks, open space, recreation areas and related facilities,
 - Emergency services facilities, including fire, emergency medical and emergency management capital facilities, and
 - Law enforcement capital facilities, including the Sheriff's Office Administration, patrol, and jail facilities, and
 - Road improvements.
- Create an impact fee program and fee schedule meeting all legal and administrative requirements. In addition, the CIE will conform to DCA requirements for inclusion in the County's comprehensive plan.
- Create implantation handbook for administrative process (appeals, annual reporting, etc.)
- Continuing services

SECTION III PROPOSAL FORMAT

A. TECHNICAL PROPOSAL

Please follow format below for your proposal's response and provide six (6) sections under separate tabs as follows:

Section 1 – Executive Summary

Provide the following information regarding your firm:

- a. The legal name and type of business (i.e., Joint Venture, Partnership, etc.) of the contractual entity to be held responsible for performance of all aspects of this contract along with the name, address, and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
- b. A brief history including any features or areas that differentiate your firm's services from competitors.

Section 2 – Qualifications

- a. Identify the primary team members who would be assigned to this project.
- b. Include a resume for the primary team members and a description of each team member's experience with projects of a similar nature to this one.
- c. Identify the main contact person for the consultant team members, their assigned roles and their office locations.

Section 3 – Experience

- a. Demonstrate the Organization's experience and qualifications by listing three (3) comparable projects on the Reference sheet enclosed as part of the RFP package. Projects listed should be within the last five (5) years preferably, but projects outside that time frame may be considered if they are relevant to the Scope of Work. Butts County reserves the right to contact any of the listed references.
- b. Include your firm's specific abilities and expertise to provide the required professional services and qualifications related to the proposal requirements.

Section 4 – References

- a. Provide a list of your customers that are government entities and the length of time they have used your services.

Section – 5 Understanding and Approach to the Requirements of the Project

- a. Express your understanding of the objectives of this project. Describe the approach you plan to take in addressing the requirements as outlined in the Scope of Work.
- b. Provide a description of your company's solution to be offered as per the Scope of Work section in this RFP.
- c. Include any specialization or unique skills of your organization that may be beneficial in delivery of this project.

B. COST PROPOSAL

The Cost Proposal is to be submitted with the "Original" proposal in a separate sealed envelope and marked "Cost Proposal" and is to include:

1. A schedule of fees broken down by work task.
2. Hourly rates for project personnel to be used as the basis for payment.
3. Total estimated cost for the work; and

4. List of deliverables.

The County reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the County reserves the right to negotiate with the second highest ranked Contractor. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

SECTION IV EVALUATION CRITERIA

Butts County's selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the County's staff.

The Proposer's submittal must fully address the requirements listed in this solicitation and the Firm's degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal is not to have any exclusions, conditions or provisions applied to the request. It is the County's intention to select a firm which is the most qualified to meet the County's needs. The award shall be based on but not limited to the following factors:

RFP EVALUATION CRITERIA	Scoring Value Maximum Points
Qualifications	30
Relevant Experience and References	30
Understanding and Approach of the Project	30
Cost Proposal	10
MAXIMUM SCORING POINTS TOTAL	100
Oral Presentation and Product Demonstration - At its sole discretion, the Evaluation Committee made up of County employees may require an interview/presentation before the final selection and award to a Firm. Submittal of material and information during an interview/presentation could add up to 15 additional points to the total score of the Firm.	15 (Possible additional points if an oral presentation is requested)
The Scoring Formula for the above Scoring Value Maximum Points is as follows:	
Excellent	.75 - 1.00
Good	.50 - .74
Fair	.25 - .49
Poor	0 - .24
Multiply scoring formula by possible scoring value maximum point allotment. <i>Example:</i> If you score a firm .6 (Good) on Relevant Experience and References and multiply .60 x 30 (maximum scoring points), this will equal to 18 points.	

SPECIAL NOTE - the Proposal Cost will be evaluated as follows:

- Low Conforming Proposal 10 points
- Proposals within 5% of Low Proposal 8 points
- Proposals within 7% of Low Proposal 6 points
- All Other points

Best and Final Offer Process represents an optional step in the selection process and may be used when:

- a. No single response addresses all the specifications.
- b. The cost submitted by all proposers is too high.
- c. The scores of two (2) or more proposers are very close after the evaluation process.

Butts County reserves the right to remove the high score and the low score for each offer if deemed necessary.

The County reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the County reserves the right to negotiate with the second highest ranked Contractor. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

COST PROPOSAL

(Note: Proposer must sign and submit their cost proposal in a separate sealed enveloped marked as "Cost Proposal.")

The proposed fee shall include all labor, material, and equipment to provide the services as outlined including any travel or per diem expenses and any other miscellaneous expenses involved. A schedule of fees broken down by task along with hourly rates for project personnel to be used as the basis for payment is to be attached.

TOTAL COST PROPOSAL AMOUNT \$ _____
(NUMBERS)

TOTAL COST PROPOSAL AMOUNT \$ _____
(WORDS)

Company's Name

Date

Authorized Representative's Name
(Print or Type)

Authorized Representative's Signature

RFP# 2022-05
Impact Fee Study
Due Date and Time: June 6, 2022, 3:00 PM

CHECKLIST FOR RFP DOCUMENTS

Be sure to return this Checklist and the Required Documents in the order below.

<u>DOCUMENTATION DESCRIPTION</u>	Please check
Checklist for RFP Documents/Addenda Acknowledgement (this page)	<input type="checkbox"/>
Consultant Firm Certification Statement	<input type="checkbox"/>
Proposal and any requested materials	<input type="checkbox"/>
Cost Proposal in a sealed envelope clearly marked	<input type="checkbox"/>
Company Information sheet	<input type="checkbox"/>
 <i>Forms:</i>	
W-9	<input type="checkbox"/>
Georgia Security & Immigration Compliance Act Affidavit & Agreement	<input type="checkbox"/>
Non-Conflict of Interest	<input type="checkbox"/>
Supplier Inclusion Program	<input type="checkbox"/>

ADDENDA ACKNOWLEDGEMENT

Failure to acknowledge any addenda will result in a non-responsive bid.

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____	_____ Dated
Addendum No. _____	_____ Dated
Addendum No. _____	_____ Dated
Addendum No. _____	_____ Dated

This affirms that all documents are included with the bidder's bid package.

Company's Name

Date

Authorized Representative's Name
(Print or Type)

Authorized Representative's Signature

Company Information

Company

Company/Individual Name: _____

Physical Address: _____

Mailing Address (if different): _____

Employer Federal ID # _____ SSN _____

Authorized Representative

Signature: _____

Printed or Typed Name: _____

Title: _____

Email address: _____

Phone number: _____ Fax: _____

Project Contact Person

Printed or Typed Name: _____

Title: _____

Office Number: _____ Cellular Number: _____

Email address: _____

CONSULTANT FIRM CERTIFICATION STATEMENT

I (we) certify that the information contained herein is true and correct to the best of my (our) knowledge, and that the person submitting the RFP on behalf of the proposer has the authority to submit this RFP and make all representations contained herein. I (we) understand that the inclusion of false information may result in rejection of the proposal submitted in response to this RFP.

Consultant Firm Name

Date

Signature of Preparer

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____
20 ____.

Notary Public in and for the State of _____

(seal)

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Butts County Board of Commissioners has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization/ E-Verify User Identification Number

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20 _____ in _____ (city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20 _____.

NOTARY PUBLIC

My Commission Expires:

NON-CONFLICT OF INTEREST

By submitting an offer in response to this solicitation, the Firm represents that in the preparation and submission of this proposal, said Firm did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

_____ (Officer of Firm) certifies that to the best of our knowledge, no circumstances exist which shall cause a conflict of interest in performing services for Butts County, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this request for proposal.

Signature: _____

Type Name: _____

Title: _____

Firm Address: _____

SUPPLIER INCLUSION PROGRAM

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process. In order to give recognition to this type of business classification, please check all which apply:

☐ **Small Business**

Small businesses are defined by size standards and can be found in Title 13 of the Code of Federal Regulations (CFR), Part 121, and are broken down by the different categories of business enterprises.

☐ **Local Vendor**

Local vendors must operate and maintain a regular place of business within the geographical boundaries of Butts County, must have a current occupational tax certificate, must have paid all real and personal taxes owed the County and must certify its compliance with the Georgia Security and Immigration Act.

☐ **Veteran-Owned Business**

A veteran-owned business is a business in which a veteran owns a minimum of 51% of the business and also holds the highest position at the company and is active in the daily management and strategic direction of the company. Title 38 of the Code of Federal Regulations defines a veteran as “a person who served in the active military, naval, or air service and who was discharged or released under conditions other than dishonorable.” This definition explains that any individual that completed a service for any branch of armed forces classifies as a veteran as long as they were not dishonorably discharged.

☐ **DBE Business**

DBE businesses, as defined by the Georgia Department of Administrative Services, shall be certified by the Georgia Department of Transportation, and shall consist of five (5) minority groups:

- ☐ Asian American
- ☐ Native American
- ☐ African American
- ☐ Hispanic/Latino
- ☐ Pacific Islander.

☐ **Female Owned Business**

A female-owned business is a business in which a female owns a minimum of 51% of the business and also holds the highest position at the company and is active in the daily management and strategic direction of the company.

☐ **None of the Above Applies**

Company's Name

Date

Authorized Representative's Name (Print or Type)

Authorized Representative's Signature